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Testimony of Brian Pearson
December 14, 2011

Docket No. 2011-479-E

Mill Creek Marina
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TESTIMONY OF BRIAN PEARSON

DOCKET NO. 2011-479-E

**IN RE: PETITION OF THE OFFICE OF REGULATORY STAFF REQUESTING
A RULE TO SHOW CAUSE TO MILL CREEK MARINA AND CAMPGROUND,
INC. AND/OR RICHARD B. AND DIANE W. ANDERSON AS TO WHY MILL**

CREEK MARINA AND CAMPGROUND INC. SHOULD NOT BE REGULATED AS COPY

A PUBLIC UTILITY

Posted: tod

Dept: S.A. / ORS

Date: 2/29/12

Time: 12:45-3:35

Q. PLEASE STATE YOUR NAME AND ADDRESS.

A. My name is Brian Pearson and my home address is 209 Newell Drive, Goose Creek, SC 29445. I have been a customer of Mill Creek Marina and Campground, Inc., ("Mill Creek") which is owned by Richard B. and Diane Anderson for five years.

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?

A. The purpose of my testimony is to inform the Public Service Commission of South Carolina ("Commission") that I have been billed for electric service by Mill Creek for 216 Lake Marion Lane Lot 1, Vance, SC 29163 and Mill Creek has removed my meter and is now refusing me electric service.

Q. HOW DID YOU COME TO RECEIVE ELECTRIC SERVICE FROM MILL CREEK?

A. For the last five years, I have camped at Mill Creek and for the last two years I have had a yearly lease for a lot at Mill Creek. In March 2010, I had Lot 90 but was moved to a better location, Lot 1, as of March 2011. A copy of the lease agreement is provided as Exhibit One.

RECEIVED

RETURN DATE: 3/15/12 ok
SERVICE: Served ORS & TYSON + Jordan
2/29/12 for

FEB 29 2012

PSC SC
CLERK'S OFFICE

1 I came to have electric service from Mill Creek as I use it to hook up to my
2 camper. When I signed the first yearly lease, I asked who to call for electric service. I
3 was informed that electric service is provided by Mill Creek and that I would receive a
4 monthly bill.

5 **Q. HAVE YOU RECEIVED BILLING FOR ELECTRIC SERVICE FROM MILL**
6 **CREEK?**

7 A. Yes. Examples of my bill statements for the months of August and September
8 2011 are in Exhibit Two. As you can see, there was no past due amounts reflected on
9 the bill statements. I was in good standing.

10 **Q. WHO PAID THE ELECTRIC BILLS?**

11 A. I normally paid cash. In one instance, a friend, Christine Prevatte paid via
12 check rather than me paying cash because I wanted to create a payment record.
13 Attached as Exhibit Three are a few receipts where I paid in cash.

14 **Q. DO THE BILL STATEMENTS CONTAIN INFORMATION SUCH AS METER**
15 **READINGS, USAGE AMOUNTS, OR RATES?**

16 A. No.

17 **Q. DO YOU UNDERSTAND HOW YOUR ELECTRIC BILL BY MILL CREEK**
18 **IS CALCULATED?**

19 A. My understanding based on a conversation with Mr. Anderson is that my bill is
20 calculated using my usage and includes a ten dollar (\$10.00) monthly meter read fee.
21 Based on a conversation with a Tri-County Electric Cooperative representative, Mill
22 Creek is billed a meter read fee for all three master meters of \$10.00 each for a total of
23 thirty dollars (\$30.00). I am concerned that Mill Creek is charging me a much higher

1 usage rate than what Tri-Country bills Mill Creek.

2 **Q. DID YOU EVER COMPLAIN ABOUT YOUR MILL CREEK ELECTRIC**
3 **BILL?**

4 A. Yes. I normally use my camper about two weekends a month, yet for those
5 four days, I was receiving a bill that could be as low as sixty dollars and as high as one
6 hundred twenty dollars. As a result, I asked why my billing was so high. Mr.
7 Anderson indicated that perhaps there was a problem with my camper. However, I am
8 not the only person who complained about the billing which to me seems to be used
9 by Mr. Anderson as a means to evict a lessee.

10 **Q. WHAT HAPPENED AFTER YOU COMPLAINED?**

11 A. Mr. Anderson attempted to evict me on the basis of alleged violations of
12 campground regulations which had never been enforced or otherwise required
13 previously. A magistrate judge ruled in my favor and his attempt to evict me was
14 dismissed. A copy of the judge's order is attached as Exhibit Four. The day after the
15 hearing when Mr. Anderson knew the eviction was not enforceable, he pulled my
16 electric meter and my water service thereby rendering the lot unusable.

17 **Q. WHAT REASON WAS PROVIDED BY MILL CREEK FOR THE**
18 **DISCONNECTION OF SERVICE?**

19 A. I was informed that I was not in "good standing." I questioned why I was not
20 considered to be in good standing when I had paid my lease in full and I had paid my
21 monthly bills. Mr. Anderson replied that there can be a lot of reasons and one is that
22 he simply does not like you. My water service has also been disconnected which is
23 included in my lease payment made once a year.

1

2 **Q. WHEN WAS YOUR ELECTRIC SERVICE DISCONNECTED?**

3 A. I was disconnected in the early part of September; the day after the magistrate
4 hearing.

5 **Q. WHO PROVIDES ELECTRIC SERVICE TO MILL CREEK?**

6 A. Tri-County Electric Cooperative.

7 **Q. DID YOU CONTACT TRI-COUNTY ELECTRIC COOPERATIVE?**

8 A. Yes. They informed me that per their by-laws Mill Creek cannot sub-meter
9 but they could not provide me electric service directly because the master meter is in
10 Mill Creek's name. So, I am without electric service.

11 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

12 A. Yes, it does.